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**To:** 'Microsoft.atr(a)usdoj.gov','AskDOJ(a)usdoj.gov'  
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This proposed settlement is a joke. There is nothing in this settlement that will cause Microsoft to change their business practices. I can't understand how they can get away with this, even after lying during the trial. Here are some of the concerns I have about the settlement.

Though the ruling makes it easier for non-Microsoft applications called "middleware" (Internet Explorer, Java VM, Windows Media Player, Messenger, Outlook Express, and their successors) to get onto the desktop, it still allows Microsoft to discriminate against companies that haven't sold a million copies in the U.S. and survived for a year after doing so. This means that companies that don't need protection from Microsoft are the only ones who get it.

Hardware vendors would be allowed to place non-Microsoft icons on the desktop, but only if Microsoft already has a competing product. Think up something before Microsoft does, and they can still exclude you from the desktop because they don't (yet) compete with you. So much for first-mover advantage.

Microsoft has to provide developers with information on its application programming interfaces--at least those APIs developers need to exercise their rights under the agreement. But there's a Catch-22: If a developer actually uses the APIs, it must provide its code back to Microsoft. This could allow Microsoft to use any innovation created by third parties. So how much innovation will happen?

Under the agreement, Microsoft would be required to disclose these APIs at the time of the "last" beta release of new Windows OS code. Since Microsoft gets to decide which release is the "final beta," it could, essentially, release the final beta on one day and release the code a week or two later, giving it a significant time-to-market advantage.

Microsoft retains the ability to discriminate against Internet content providers, and the settlement would allow indirect discrimination against software vendors through arrangements with hardware companies.

All the previous double-talk seems minor compared to this: The settlement would allow Microsoft to terminate licensing agreements first--and defend its actions later. Microsoft may also continue to manipulate pricing schemes and discounts. In these ways, Microsoft has lost little of its ability to keep hardware companies in line.

Even if I ignore all the gotcha's outlined above, the proposed settlement really doesn't change very much. If Jackson's break-up order was an

empire-shattering 9 on the Richter scale, then the settlement proposal is a 2.1--usually called a microquake, and barely felt unless you're right on top of it.

Sincerely,

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